

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 1:24-cv-21463-RKA

NEREYDA SUHEY CASTILLO MARENCO,

Plaintiff,

vs.

J.C. PAINTING CONTRACTOR LLC,  
MARIA GONZALEZ, and  
TOMAS GONZALEZ SOTELO,

Defendant.

**DEFENDANT'S OFFER OF JUDGMENT**  
**FLSA OVERTIME CLAIM (COUNT I)**

Defendants, by and through the undersigned counsel, Todd W. Shulby, P.A., pursuant to Rule 68, Fed.R.Civ.P., hereby submits this Offer of Judgment to Plaintiff as to Plaintiff's FLSA overtime claim (Court I) and, if accepted in accordance with Rule 68, Fed.R.Civ.P., authorizes the Court to enter judgment in favor of Plaintiff, and against Defendants, on the following terms:

- a. This Offer of Judgment is made on behalf of Defendants to Plaintiff.
- b. This Offer of Judgment is intended to resolve all claims raised by Plaintiff under the FLSA (Count I), in the above-styled action by Plaintiff against Defendants, including all unpaid overtime, liquidated damages, costs and attorneys' fees accrued in relation to the above-captioned action, to the extent recoverable and applicable to the FLSA cause of action asserted.
- c. The relevant conditions to this Offer of Judgment are that Defendants pay to Plaintiff:
  - 1) one payment in the amount of \$12,500.00 to Plaintiff as alleged unpaid overtime wages, to be made payable to Plaintiff, with all applicable taxes and withholdings deducted from the gross amount of the payment; 2) one payment in the amount of \$12,500.00 to Plaintiff as alleged

liquidated damages, to be made payable to Plaintiff, with no taxes or withholdings deducted from the gross amount of the payment; and 3) one payment to Plaintiff/ Plaintiff's counsel as reasonable attorney's fees and costs to the extent allowable under the FLSA (Court I), in an amount negotiated by the Parties and/or determined by the Court through the date of this Offer of Judgment. Plaintiff may file a motion with the Court for such attorney's fees and costs in accordance with the applicable rules of procedure.

d. This settlement amount(s) set forth above will be paid within a reasonable time of the Plaintiff's acceptance of this Offer of Judgment and the entry of a final order on this Offer of Judgment.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on July 11, 2024, a true and correct copy of the foregoing has been served by e-mail and U.S. Mail to:

Brian H. Pollock, Esq.  
E-mail: [brian@fairlawattorney.com](mailto:brian@fairlawattorney.com)

Patrick Brooks LaRou, Esq.  
E-mail: [brooks@fairlawattorney.com](mailto:brooks@fairlawattorney.com)

Respectfully submitted,

/s/Todd W. Shulby, Esq.  
Todd W. Shulby, Esq.  
TODD W. SHULBY, P.A.  
1792 Bell Tower Lane  
Weston, Florida 33326  
Telephone: (954) 530-2236  
Facsimile: (954) 530-6628  
E-mail: [tshulby@shulbylaw.com](mailto:tshulby@shulbylaw.com)  
Florida Bar No.: 068365  
Counsel for Defendants